



EOD CONTRACTS LTD Proposal 15029 BARRATTHOMES -- Portsdown Hill Bedhampton
Company Registration Number: 4483560. VAT No: 272 5196 49 ISO 9001:2008 : GB. 04/286 ISO 14001 B.1/285



Ms Lauren Wiltshire
Barratt Homes
(EMAIL PROPOSAL)

Dear Lauren,

EOD Contracts Ltd
(Part of the Pharos Group)

Holly Farm Business Park
Unit G1, Honiley
Kenilworth
Warwickshire CV8 1NP

Telephone: +44 (0) 1926 485708
Email shane.meaker@eodcontractsLtd.com
Reference: ECL/14/**15029**/ P1
Wednesday, 22 October 2014

PROPOSAL & QUOTE UXO STUDY/RISK ASSESSMENT
PORTSDOWN HILL, BEDHAMPTON

This proposal has been designed to meet your "Due Diligence" and "Duty of Care obligations in respect of assessing the risks posed from UXO. The following information covers the methodology by which we will meet your requirements; specifically the provision of a UXO Desk Top Study including UXO Risk Assessment and mitigation strategy where appropriate.

EOD Contracts Ltd is a UK Home Office authorised and Police Service licensed Explosive Ordnance Disposal Company; maintaining the required professional indemnities and insurances to provide such services. All of our work is carried out in accordance with ISO9001:2008, ISO14001:2004 UN-IMAS Standards and meets UK CDM requirements where applicable. Please note that our Professional Indemnity Insurance is now maintained for the sum of £2,000,000.

To assist in the production of the risk assessment could you please supply a site location map with a postcode and/or grid reference, also any geotechnical, historical and environmental information.

We pride ourselves in meeting our client's needs regarding mobilisation or specific conditions, restrictions or bespoke methodologies. We are happy to revisit any issue to provide a specific solution to project requirements.

I hope this proposal meets with your approval. I am confident we can meet and exceed all of your requirements in a timely and appropriate manner. If you have any questions regarding our proposal or if I can be of further assistance, please do not hesitate to contact me. I look forward to your response in due course.

Yours sincerely,

Shane Meaker
EOD Contracts Limited

The Study

- 1 The area to be subjected to study and assessment will include all of the land within the project boundary including, surrounding roads and adjacent areas. It will determine the risk posed from UXO across the footprint and define the limits of the risk levels on a risk zone drawing if applicable.
- 2 Our proposal is based on the our standard scope criteria:
 - 2.1 The assessment will make full use of all available research sources.
 - 2.2 The assessment will not require on-site research or photography.
 - 2.3 The assessment will be used to design an effective risk mitigation strategy.
 - 2.4 All findings, conclusions and recommendations will be fully reported.
- 3 The UXO Study will draw on information from multiple sources and provide a comprehensive risk assessment. Information searches typically include:
 - 3.1 Public Records and Bomb Census maps/traces held within the public domain.
 - 3.2 Newspaper and other public information documents and reports.
 - 3.3 Historical plans and site specifications for military land use.
 - 3.4 Technical publications and papers.
 - 3.5 Officially released MoD and other Government Department records and maps.
 - 3.6 Bomb Disposal Records held By 33 Engineer Regiment (EOD).
 - 3.7 Anecdotal information will be substantiated and, if considered credible, given due consideration.

The Risk Assessment

- 4 The Risk Assessment will employ the following methodology:
 - 4.1 Consideration of the location, history, past use, data and intended purpose for the area.
 - 4.2 Consideration of relevant special circumstances, issues or secondary hazards: Including contamination migration where applicable.
 - 4.3 Consideration of prevailing ground conditions and weapon penetration. If applicable; the possible depth of a weapon burial, migration or concealment will also be given full consideration.
 - 4.4 Consideration of general and, if available, specific statistical data.
 - 4.5 Consideration of likely weapons present, their condition and likelihood of a weapon functioning.
 - 4.6 The effects of a partial or full detonation will be assessed and conclusions drawn.
 - 4.7 Special Circumstances will be taken account of, including public services disruption and high vulnerability targets, including public transport and facilities.
 - 4.8 A threat level will be reached and conclusions drawn.

Risk Mitigation Strategy

- 5 Where appropriate an effective Risk Mitigation Strategy will be designed using a complimentary approach to the project works. It will employ the following methodology:
 - 5.1 The Threat Assessment will be taken into full account.
 - 5.2 The Project's scope of works and programme will be considered.
 - 5.3 Proven and alternative risk mitigation measures will be evaluated, with emphasis placed on the following criteria: Safety. Technical Suitability and Proven Effectiveness. Social, Environmental and Ecological Impact. Project Impact and Cost Effectiveness.
- 6 Consultations with specialist field or discipline experts will be conducted, if deemed necessary.
- 7 Conclusions will be drawn and recommendations made.

Reporting Format, Timings and Fee

- 8 The study, assessment and strategy will be issued as a single report.
- 9 As an ISO 14001-2004 company, EOD Contracts wishes to minimise our impact on the environment and will only send an electronic (PDF) copy of the study, however if a hard copy is required this can be accommodated, if requested.
- 10 The time required for us to execute and report the Study is generally 7 to 10 working days, but shorter timeframes can be provided if required.
- 11 **The fee to complete the work will be £850.00 plus VAT.**
- 12 This bona fide quote is provided subject to our Standard Terms and Conditions. Please note that the following apply:
 - 12.1 Sums quoted have had all discounts and special rates applied.
 - 12.2 **All figures do not include VAT.**

PLEASE NOTE THAT EOD WILL REQUIRE A PURCHASE ORDER PRIOR TO ANY WORKS COMMENCING.

EOD CONTRACTS LTD

STANDARD TERMS AND CONDITIONS 2014

The Standard Terms and Conditions set forth are the terms and conditions of: EOD Contracts Ltd. Unit G1 Holly Farm Business Park, Honiley, Kenilworth CV8 1NP Warwickshire, United Kingdom (hereinafter called "EOD").

Third Party. The third party (hereinafter called the "Client")

WHEREAS THE Client requires of EOD to perform work and/or technical services described or similar instruction (hereinafter called the "Work").

AND WHEREAS EOD represents that it has the necessary expertise and qualified personnel to perform the Work for the Client on the terms and conditions set forth in this Agreement.

All parties agree as follows:

1.0 CONTRACT DOCUMENTS

1.1 Without a signed formal contract negotiated between EOD and the client these Terms and Conditions will be deemed to apply in its entirety..

2.0 THE WORK

2.1 EOD shall provide qualified personnel with relevant expertise, and competence to perform the Work

3.0 CONSIDERATION AND PAYMENT

3.1 In full consideration for the performance of the Work, the Client shall pay EOD in pounds sterling.

3.2 EOD shall deliver to the Client its invoices for the Work. The Client shall pay all such invoices within 30 days of the date of the invoices; by electronic telegraphic transfer to EOD Contracts Bank of Scotland bank account or by cheque to EOD Contracts Ltd.

3.3 If, within 7 days of receiving EOD invoices, the client does not bring to EODs attention any problems with the invoices, it shall be deemed to be correct in its entirety.

3.4 ALL works carried out by EOD are professional services and cannot be zero VAT rated for any reason.

4.0 CONFIDENTIALITY

4.1 All information that EOD acquire (orally, written, in disk or electronic form) shall be deemed confidential whether received directly or indirectly, either from the Client or in the performance of the Work and includes (but is not limited to), all corporate, legal and technical information relating to the Client or any third parties who may provide or have provided information as part of the scope of the Work, except:

4.1.1 Information in which EOD can prove was in its possession prior to disclosure hereunder, and was not acquired, directly or indirectly, from the Client or its affiliates or from any third party under any confidentiality obligation, in accordance with this agreement.

4.1.2 Information in the public domain at the time of the disclosure hereunder.

4.1.3 Information which, after disclosure hereunder is published or otherwise becomes part of the public domain through no fault of EOD.

4.1.4 Information which, after disclosure hereunder, is lawfully obtained by EOD from a third party without restriction on disclosure, providing that in making the disclosure such third party is not in breach of any obligation of confidentiality owed to the Client with respect to such information.

4.2 EOD shall hold all Confidential Information in the strictest confidence and shall not, without the Client's prior written approval, use it for any purpose other than for the proper performance of the Work or, except as specifically permitted in the Technical Component.

4.3 All reports, summaries and other documents compiled relevant to this Agreement, defined in the Technical Component and prepared by EOD in the performance of the Work shall, unless otherwise provided for herein, be the Client's exclusive property and EOD shall deliver all originals of such documents to the Client at the time or times the Client requires, and, in any event, immediately following the termination or the expiration of this Agreement. Notwithstanding, EOD may retain copies of such reports, summaries, documents and working papers prepared or used in connection with the Work.

5.0 FORCE MAJEURE

5.1 For the purposes of this Agreement Force Majeure shall mean any event.

5.1.1 The occurrence of which, by the exercise of reasonable diligence, the affected party is unable to prevent; and the continuation of which, by the exercise of reasonable diligence, is beyond the control of the affected party; and, the consequences of which, in relation to the performance of obligations arising under this Agreement and by the exercise of reasonable diligence, the affected party is unable to prevent.

5.2 A Force Majeure event includes; an act of god; expropriation, confiscation, requisitioning of or commandeering of all or part of the Work or compliance with any oral or written order, directive or request of any governmental authority; act of war or a public enemy whether war be declared or not; sabotage or act of terrorism; explosion, fire, flood, earthquake, lightning, hail, weather conditions, or other natural calamities.

5.3 Neither party to this Agreement shall be liable for any failure to perform any one or more of its obligations arising under this Agreement if and to the extent such failure is directly or indirectly caused by a Force Majeure.

5.4 If an event of a Force Majeure shall occur, the affected party shall as soon as is reasonably possible but not later than 7 days, notify the other party in writing of such occurrence, and shall provide the other party with full and complete information about the event and an estimate of the consequences of such event on the ability of the affected party to perform its obligations under this Agreement. The affected party shall, on a regular basis, keep the other party fully informed regarding the ongoing status of the Force Majeure occurrence including when it ends. Failure to do so will entitle the party not affected by the Force Majeure to require the party affected by the Force Majeure to perform its obligations hereunder as if the Force Majeure had ceased.

5.5 If the Force Majeure continues for a period in excess of 4 weeks, either EOD or the Client may terminate this Agreement by written notice by one party to the other.

6.0 INSURANCE

6.1 EOD shall maintain its insurances throughout the duration of its Agreement.

6.2 At the Client's request, EOD shall furnish the Client with certificates setting forth the stated insurance cover.

7.0 AUDIT

7.1 EOD shall keep proper and accurate records for the Work performed under its Agreements.

8.0 NOTICES

8.1 Notices and other communications required or permitted by this Agreement shall be in writing and may be delivered personally to an authorised representative of either party, sent by courier, or transmitted by written telecommunications.

8.2 A minimum of 3 working days notice is required for all cancellations. EOD reserves the right to charge the client 100% of all costs incurred, including manpower, if no such notice is given.

9.0 ARBITRATION

9.1 EOD will always endeavour to amicably settle all disputes arising out of or in connection with this Agreement directly with the Client. If such settlement cannot be reached, all disputes will fall under English law.

9.2 The parties agree that the results of all disputes shall be final and binding.

10.0 ELECTRONIC AND HARD PRINT INFORMATION

10.1 It is the responsibility of the Client to supply correct charts, lists, drawings, sketches, maps, coordinates and other information to EOD in relation to the work. There may be a requirement for EOD to amend such documents, as requested by the Client; however, the responsibility to check and authorise all such changes and to mark out all borehole/probe positions, prior to the start of any work, falls to the Client. All markings and or recordings of positions throughout the project clearly lie with the Client. This is to ensure quality of information is maintained throughout the project/work.

11.0 GOVERNING LAW AND LANGUAGE

11.1 This Agreement shall be governed by and construed in accordance with English law and its language.

12.0 DAMAGE

12.1 EOD shall not be held liable for any costs arising from damage to property or crops where the damage was unavoidable as a result of site operations, or for any consequential costs arising from such damage.

12.2 EOD shall not be held responsible for any costs arising from loss or damage to underground services unless the precise positions of such underground services had been indicated, in writing, to EODs Head Office in Honiley, prior to the commencement of the work. EODs rights and obligations shall be unaffected by any searches we have undertaken.

13.0 MARKING OUT

13.1 The accurate, comprehensive, timely setting out and marking of site positions, services and survey areas are the responsibility of the client to provide.

14.0 TRAFFIC & SITE LIGHTING

14.1 EOD has not included the provision for traffic control, lighting, protective works or banksman duties within our offer, unless stated.

15.0 INSPECTION PITS

15.1 EOD has not made any allowance in our offer for inspection pits to check the presence of underground services, unless stated.

16.0 ACCESS & AVAILABILITY

16.1 Our offer is conditional on the following:

16.1.1 Unhindered physical access onto site for EOD Engineers, men and machines.

16.1.2 Adequate working space for the work to be conducted in an efficient, safe manner.

16.1.3 Sufficient marking available for EOD to work continuously.

16.1.4 All permits, authorisations, licences, certificates, consents required by statute have been obtained and paid for by the client or their agents to permit our men and machines to conduct the work within all required regulations and by-laws.

17.0 WORKING HOURS

17.1 Day rates. Our normal working day of eight hours is from 0800hrs to 1700hrs, Monday to Friday with one hour for lunch. One full day rate is charged, regardless of hours worked within that time. Additional working hours (overtime) are charged at time and a half, including Saturdays. Double time is charged for Sunday working and treble time for Public holidays. Time is charged to the next full hour.

18.0 DELAYS

18.1 Payment will be required for all machinery and plant at the hourly rate set down in our offer for all delays due to circumstances beyond our control, referred to as standing time.

19.0 POLLUTION

19.1 EOD has not taken into account working contaminated land. Such works can be arranged by EOD at cost to be agreed by both parties. Working on land found to be contaminated with unforeseen bio-hazards or chemicals will require EOD to assess the situation as needed. EOD will require payment for additional costs incurred as a result of such changes. EOD does not accept liability for any claim resulting from such works where, EOD has carried out the works in accordance with the Clients instructions which must be provided in writing.